



**INTERAGENCY AGREEMENT**  
**Between**  
**WASHINGTON STATE PARKS AND RECREATION COMMISSION**  
**And**  
**MOUNTAINS TO SOUND GREENWAY TRUST**



**AGREEMENT# IA 709-182**  
**IRON HORSE STATE PARK – OLALLIE MOUNTAIN BIKE TRAIL DEVELOPMENT**

**THIS AGREEMENT** is made and entered into by and between the Washington State Parks and Recreation Commission, hereinafter referred to as "Commission," and the Mountains to Sound Greenway Trust, hereinafter referred to as "Greenway".

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide the professional expertise that does not exist within the limited staff availability of Commission and that Greenway can perform on a mutually beneficial basis.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK**

Greenway shall furnish the necessary personnel, equipment, material, and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

Task A: Feasibility Reconnaissance

The goal of this task is to determine whether the trail route proposed in the Olallie Area Mountain Bike Trail Study is suitable for a sustainable multi-use trail, or what route modifications are needed for the project to proceed to design and construction.

It is of the utmost importance that the trail remains within land owned by Commission, and that it not stray onto Seattle Public Utilities property to the south. In addition, Commission does not have an easement for public trail use through the private in-holding that the proposed segment OTW-7 passes through. The trail will need to be aligned so as to avoid going through private property.

For Task A, Greenway will complete a field investigation of the proposed trail route to determine feasibility as a future multi-use, mountain bike trail, and identify and suggest any modifications that may be required to construct a sustainable trail.

Task A Deliverables will include:

1. Feasibility Memo: Greenway will prepare a memo that includes:
  - a. A brief description of all trail segments, including segments found to be feasible, segments found not to be feasible and any new segments not outlined in the original Olallie Plan.
  - b. A preliminary list of recommended trail standards
  - c. A preliminary list of King County and other permits that may be necessary for the trail, and a description of the kinds of documentation that may be necessary to secure those permits.

- d. A rough preliminary trail construction budget, in MS Excel format.
2. Revised Cost Estimate for Task B (Layout and Design) & Task C (Permitting):  
Based on the findings of the trail reconnaissance, Greenway may prepare a revised cost estimate and schedule for both the Layout/Design and the Permitting Tasks (see below).

All feasibility work, including delivery to Commission of one (1) electronic copy and one (1) hard copy of the feasibility memo, will be completed by September 30, 2008.

#### Task B: Detailed Layout and Design

The goal for this task is to finalize the trail layout and design and begin preparation for permitting of the trail. Before beginning, Commission and Greenway will meet with Evergreen to review the findings of the feasibility reconnaissance and to finalize trail standards and trail management objectives for the project.

For Task B, Greenway will complete a detailed layout and design of the proposed trail based on the findings of the feasibility reconnaissance. The detailed layout and design process will incorporate the trail standards and trail management objectives referred to above.

**Detailed Trail Layout:** This is the field work component of preparing the trail design for the project. The detailed layout consists of all necessary field work including installing flagging and staking to identify the route; and interacting with Commission staff to identify and seek resolution of all issues related to the final route. Greenway will provide all labor and materials to complete the detailed layout.

**Trail Design Plan:** The trail design consists of a trail construction planning document which may be used by Commission in a construction bid. The trail design plan will contain the following:

- Location map, in ARC View.
- Topographic project map detailing the trail location with GPS.
- Project background and description.
- Project narrative describing construction standards for individual trail segments.
- Detail drawings and construction specifications for trail sections and built features (excluding any bridges).
- A construction cost estimate, based on USFS costs for similar bid projects, to assist Commission staff in preparing bid documents.

Task B Deliverables will include:

1. Detailed Trail Layout: field work related to trail layout, as described above.
2. Trail Design Plan: a trail construction planning document as described above.
3. Revised Cost Estimate for Task C (Permitting):  
Based on the final trail layout and design, Greenway may prepare a revised cost estimate and schedule for the Trail Permitting Task.

Ten hard copies and one electronic copy of these deliverables will be prepared and furnished to Commission in MS Word format. Greenway will meet with Commission staff to present the design. This may include a hike-through tour of the design, if desired by Commission. All detailed layout, design and documentation work, will be completed by November 30, 2008.

### Task C: Trail Permitting

The goal of this task is to complete all necessary environmental planning and to obtain all construction permits required for the trail to be constructed. This includes permits from King County and other regulatory agencies, as needed.

For Task C, Greenway will retain and coordinate the services of an environmental consultant. Greenway and the environmental consultant will prepare documents and participate in a pre-application meeting with the King County Department of Development and Environmental Services (DDES) to determine the full scope of permitting that will be required. A baseline of trail design will be required for permitting tasks to begin, but it is the intent to begin permitting process as soon in the design phase as is possible.

Task C Deliverables will include:

1. Securing all permits required. This task may require the following work:
  - a. Critical Areas study and report
  - b. Delineation of streams and/or wetlands
  - c. Wildlife habitat study and report
  - d. SEPA checklist
  - e. King County permit submittals (clear/grade permit, linear alteration exception if required)
  - f. JARPA as needed for WDFW Hydraulic Project Approval and/or Corps permit
  - g. Washington Department of Ecology NPDES Construction Stormwater General Permit, if required
2. Revised Trail Design and Construction Cost Estimate:  
Based on the comments from regulatory agency reviews, Greenway will prepare, as necessary, a revised trail design and construction cost estimate.

All permit work, including delivery to Commission of any revised trail design and construction cost estimate, will be completed by December 30, 2008.

### Limitations and Assumptions

Several assumptions were made in preparing the scope of work and calculating the estimated fee. The limitations and assumptions are as follows:

1. Alterations will need to be made from the route originally envisioned in the Olallie Mountain Bike Plan.
2. That weather will allow this aggressive schedule. Early snowfall could impact schedule and delay completion of this project until late spring.
3. That no bridges or major structures requiring building permits will be needed.
4. Archaeology requirements will be completed by Commission.
5. That King County will be able to quickly expedite permitting and not require any field visits or that they will be able to complete field visits before snowfall.
6. Greenway will only invoice for the services provided, at the rates shown in Budget. Costs will not exceed the Total Billable Amount unless conditions are encountered that require a change in this Project Scope of Work.

### **PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on the

date signed by Commission, and all deliverables to be completed no later than March 31, 2009 as detailed in the below schedule. Agreement shall automatically expire on June 30, 2009, unless otherwise extended by amendment or earlier termination.

#### Project Milestones

Project Start	Notice to Proceed
Feasibility Reconnaissance Memo	September 30, 2008
Design Document Completed	November 30, 2008
Permitting Completed	December 31, 2008
Final Billing	March 31, 2009

#### **PAYMENT**

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Ninety-Six Thousand, Seven Hundred Seventy-Eight, and No/100ths Dollars (\$96,778.00)**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the below detailed budget.

#### **Task A: Feasibility Reconnaissance**

Item	Quantity	Unit	Unit Cost	In-kind Amount	Billable Amount
Trails Program Manager	76	hours	\$73.00		\$5,548.00
Deputy Director	4	hours	\$80.00	\$320.00	
<b>Totals for Task A</b>				<b>\$320.00</b>	<b>\$5,548.00</b>

#### **Task B: Trail Layout, Design & Cost Estimate**

Item	Quantity	Unit	Unit Cost	In-kind Amount	Billable Amount
Trails Program Manager	210	hours	\$73.00		\$15,330.00
Project Specialist	40	hours	\$42.00	\$1,680.00	
Deputy Director	12	hours	\$80.00	\$960.00	
Administrative Associate	4	hours	\$45.00		\$180.00
Conservation Crew Members	80	hours	\$25.00		\$2,000.00
Printing	1	LS		\$150.00	
Project Materials	1	LS		\$300.00	
<b>Totals for Task B</b>				<b>\$3,090.00</b>	<b>\$17,510.00</b>

#### **Task C: Project Permitting**

Item	Quantity	Unit	Unit Cost	In-kind Amount	Billable Amount
Trail Program Manager	140	hours	\$73.00		\$10,220.00
Deputy Director	4	hours	\$80.00	\$320.00	
Consultant					\$33,500.00
Permits					\$30,000.00
<b>Totals for Task C</b>				<b>\$320.00</b>	<b>\$73,720.00</b>

Total Project Value:	\$100,508.00
Total Greenway In-Kind Contribution:	\$3,730.00
<b>Total Billable Amount:</b>	<b>\$96,778.00</b>

## **BILLING PROCEDURE**

Greenway shall submit invoices no more often than monthly. Payment to Greenway for approved and completed work will be made by warrant or account transfer by Commission within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

## **RIGHTS IN DATA**

Unless otherwise provided, data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by Commission. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

## **INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

## **AGREEMENT ALTERATIONS AND AMENDMENTS**

This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **TERMINATION**

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

## **TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## **DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. applicable state and federal statutes and rules;
2. statement of work; and
3. any other provisions of the agreement, including materials incorporated by reference.

## **ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

## **WAIVER**

A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under

this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

### **SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

### **ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

### **PROJECT MANAGEMENT**

The project representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Project Representative for Greenway is: Doug Schindler, Director of Operations, (206) 618-6265.

The Project Representative for Commission is: Nikki Fields, Planner, (253) 288-3000.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

**Washington State Parks and  
Recreation Commission**

By: \_\_\_\_\_

Title: Assistant Director, WSPRC

Date: \_\_\_\_\_

**Mountains to Sound Greenway Trust**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As To Form:  
William Van Hook /s/  
Asst. Attorney General  
02/20/07